

A. G. Contract No. KR97-1361-TRN
ADOT ECS File: JPA 97-93
Project: Schedule Adherence
Information
TRACS No: H4450 02X
Phoenix File No.: 79753

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA,
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 18 November 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
("the State") and the CITY OF PHOENIX, PUBLIC TRANSIT DEPARTMENT, acting by and
through its MAYOR and CITY COUNCIL ("the City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108, 28-112 and 28-114 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and Chapter 2, Section 2, of its City Charter, to enter into this agreement and has by formal action of its City Council, a copy of the official record of which is attached hereto and is, by this reference, made a part hereof, been authorized to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The US Department of Transportation has allocated \$7,500,000.00 to the metropolitan Phoenix area to be administered by the State and Maricopa County to accomplish the program via a State, City and private sector partnership known as the "AZTech Project", for the expressed purpose of implementing an Integrated Regional Advanced Traveler Information System, and demonstrate intelligent transportation systems throughout the area and involve State, City, regional and local jurisdictions.

NO. 22044
Filed with the Secretary of State
Date Filed: 11/18/97

Petrey Gayles
Secretary of State

By: Wick Greenwald

4. The AZTech concept is to integrate the existing intelligent transportation infrastructure into a regional system. The State with Maricopa County, regional and local jurisdictions, are jointly developing the AZTech Project to establish and implement an integrated traveler information system for the multimodal traveler. The Project will enhance the transportation management systems for the Phoenix metropolitan area by providing up-to-the-minute travel information and facilitate transit coordination across jurisdictional boundaries, thereby providing increased safety and improved regional mobility.

5. The State and City are working together with other AZTech Project partners in a common goal of a coordinated transit management systems in support of a coordinated regional transportation system.

6. The State and the City have identified areas where Intelligent Transportation System (ITS) technology can be potential applied to improve the transit management and establish a Transit Traveler Information System in the valley for the AZTech Project.

7. The intent of this agreement is to define the terms of the parties with regard to respective responsibilities, related to the Transit Work Package.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE

1. The City will:

a. Provide representatives to the AZTech Project committees and working groups. Allow for and assist in the communication between Transit and Traffic Operation Centers (TOCs). Allow timely access to the City's transit system data bases. Participate in the development and implementation of a system evaluation plan. Contribute matching funds and in-kind services, in an amount estimated at \$1,194,000.00. Assist in obtaining, installing and maintaining field equipment and equipment at the Transit Operation Centers, etc. Participate in system training as required.

b. Provide locations for KIOSKS and partner in their deployment, as well as their ongoing operations, support and maintenance for the duration of the AZTech Project. Be responsible for all costs for ongoing operations and maintenance of the KIOSKS, beyond the initial expenditure by the State. Should the City desire additional KIOSKS, be responsible for additional KIOSKS at a fifty percent (50%) match provided additional funding is available through the AZTech Project.

c. Provide the State AZTech Project Administrator, on a monthly basis and on an approved format, an itemized accounting of all contracts, in-kind services and materials, necessary to implement the AZTech Project and maintain such necessary records thereof as may be required in accordance with recognized public sector accounting practices.

d. Provide the State, on a monthly basis, an invoice for the reimbursement of approved work completed within the Transit Work Package, as shown on Exhibit "A, attached hereto and made a part hereof.

e. Upon design approval, install Automatic Vehicle Location (AVL) equipment on 88 buses that will be operating throughout the region.

f. Develop Schedule Adherence information from the information gathered from AVL equipment on buses.

g. Disseminate transit information to the traveling public at bus stops, transit terminals and through other electronic delivery devices.

h. Be responsible for all video and data communications cost beyond the initial 36 month implementation of the AZTech program (estimated to be \$1600.00/month), up to but not limited to, an additional 36 months. At the end of the additional 36 month period, the City may, but is not required to, negotiate with the video and data services provider for continuing video and data service needs.

i. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

2. The State will:

a. Allow timely access to State transportation system data bases to facilitate their integration into the AZTech Project. Participate in the development and implementation of a system evaluation plan.

b. Provide to the City, three (3) KIOSKS at no charge. Offer additional KIOSKS at a fifty percent (50%) match, provided additional funding is available through the AZTech Project.

c. Support and maintain all operating system and traveler information software on the AZTech KIOSKS for the duration of the AZTech Project.

d. Provide assistance to the City, in project planning, design review, and implementation to the extent necessary to develop the Transit Work Package.

e. Contribute financially, in an amount estimated to be \$452,800.00, and not to exceed \$500,000.00. Reimburse the City, no more often than monthly, for engineering design services, software, system modification, and implementation costs incurred in implementing the approved Transit Work Package.

f. Be responsible for all video and data communications costs between transit and traffic operations centers for the initial 36 month implementation of the AZTech program. The cost of such video and data communications is estimated to be \$1,600.00 per month for 36 months, equaling an approximate total of \$57,600.00.

g. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until 30 June 2003, or until cancelled by either party upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All legal notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person, sent by facsimile transmission, or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
Telephone: (602) 255-7525
FAX: (602) 255-7424

City of Phoenix
Public Transit Department
302 N. 1st Ave., 7th Floor
Phoenix, AZ 85003-1564
Telephone: (602) 262-7242
FAX: (602) 495-2002


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF PHOENIX
Public Transit Department

By 
NEAL ~~NE~~ MANSKE
Public Transit Director

STATE OF ARIZONA
Department of Transportation

By 
THOMAS G. SCHMITT
State Engineer

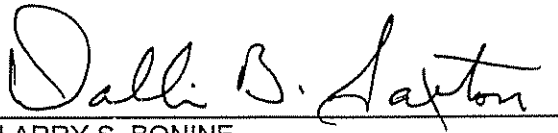
ATTEST

By 
VICKY MIEL
City Clerk

RESOLUTION

BE IT RESOLVED on this 1st day of July 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, enter into an agreement with the City of Phoenix, Public Transit Department, for the purpose of defining responsibilities to jointly develop the AZTech Project, establish and implement an integrated traveler information system for the multimodal traveler.


Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Engineer for approval and execution.


for LARRY S. BONINE
Director

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

I, Gina Ornelas, the duly appointed and qualified Special Deputy City Clerk of the City of Phoenix, County of Maricopa, State of Arizona, do hereby certify and attest the attached to be a true and correct copy of Request for Council Action RCA adopted by the City Council of the City of Phoenix on the 2nd day of July, 1997 all as appears of record in the office of the City Clerk.

IN WITNESS WHEREOF, I hereunto set my hand and caused the official seal of the City of Phoenix to be affixed hereunto this 4th day of September, 1997. .


SPECIAL DEPUTY CITY CLERK

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION Formal Action: Bid Award ☐ License Application ☐ Other ☒
REQUESTED Ordinance ☐ Resolution ☐ Emergency Clause? ☒ (Y/N)

SUBJECT CITYWIDE - INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA
DEPARTMENT OF TRANSPORTATION FOR IMPLEMENTATION OF TRANSIT
RELATED AZTECH REGIONAL PROJECTS
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

PREPARED BY Name: Diane Carroll Phone: 5-0418 WP Doc: aztech.w61
Backup being sent under separate cover? (Y/N) ☐

RECOMMENDED Department Name: Public Transit Department
BY Date Prepared: 6-16-97 Div. Approval: Al Villaverde
Req. Agenda Date: 7-2-97 Dept Approval: Neal Manske
If prepared for a different department:
Dept. Name/Approval: _____

BID AWARD/ Bid Bond Required? ☐ Performance Bond Required? ☐
FORMAL ACTION Submitted By Low Bidder? ☐ Amount? \$ _____
Contract Required? ☐ Requisition No. _____
Contract Amendment? ☒ Y Current Contract No: _____
Approved by: Ord. _____ FA ☐ on Date: _____

BUDGET \$ _____ To Be Encumbered? ☐ (Y/N)
INFORMATION Fiscal Year? _____
Source of Funds: NO COST TO THE CITY
Index Code (s): _____
Subobject(s): _____
Availability of Funds Approval: Barbara Glaus

CITY MANAGER'S OFFICE

Approved by: Jack Tevlin 6/24/97 C.M Control Number 158

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: F-0011 RCA Number: 21103
Ordinance Number: _____ Resolution Number: _____
AGENDA ACTION This item was: Approved
Contract Number (if applicable): 79753
Comments: _____

COUNCIL SUPPORT Agenda Date: 7/2/97 ITEM NUMBER: 150

CITYWIDE - INTERGOVERNMENTAL
AGREEMENT WITH THE ARIZONA
DEPARTMENT OF TRANSPORTATION
(ADOT) FOR IMPLEMENTATION OF
TRANSIT RELATED AZTECH REGIONAL
PROJECTS

Request to authorize the City Manager, or his designee, to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation.

The U.S. Department of Transportation has allocated \$7.5 million of Federal Highway Administration funds to the metropolitan Phoenix area. The funds will be administered by ADOT and Maricopa County to accomplish the program via a State, City and private sector partnership known as the "AZTECH Project." The expressed purpose of the project is to implement an Integrated Advanced Traveler Information System, and demonstrate intelligent transportation systems throughout the area involving State, City and regional jurisdictions.

The agreement will pass federal funds to the City of Phoenix Public Transit Department through ADOT for the implementation of transit related AZTECH regional projects. It is estimated that the total funding to City of Phoenix transit related AZTECH projects will not exceed \$500,000, the balance going to traffic signal coordination, freeway management and traveler information systems.

The AZTECH Project will, through the collaborative efforts with the State, regional and local jurisdictions, jointly develop projects and implement a Regional Integrated Advanced Traveler Information System utilizing a number of various modes of communication including the Internet, electronic information kiosks, radio and television as well as personal communication devices for the multi modal traveler. The traveler information system for the Phoenix metropolitan area, currently available only through the Internet, will be expanded to provide up to the minute traffic and transit related information to the public through a variety of means.

Financial Impact

There will be no financial impact to the City. The U.S. Department of Transportation allocated the funds for the implementation of the AZTECH transit related projects recognizing City and Federal Transit Administration funds committed for use in similar technological transit projects as local match. The IGA will be originated by ADOT with the Public Transit Department with a not to exceed amount of \$500,000.

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Transit work package

No.	Task	Description	Purpose	Involved Agency	Estimate	Task Status/Implementation Strategy
1.	Procurement and installation of equipment for AVL System.	<ul style="list-style-type: none"> Implement AVL on 65 buses which will serve four routes (Red Line, Blue Line, Route Seventy Two, Route Zero). Implement AVL on 23 Buses for City of Mesa. Communication Link Between Phoenix transit and ADOT TOC 	<ul style="list-style-type: none"> Gather real time information for Transit Management Purposes. Develop real time information for traveler information purposes. Data Transfer (Communication) 	<ul style="list-style-type: none"> Phoenix Mesa Phoenix 	<ul style="list-style-type: none"> \$288,300 \$64,500 \$100,000 	<ul style="list-style-type: none"> Advanced Digital Systems (ADS) will implement the AVL system on 65 buses. Draft scope of work is being written. Costs are being negotiated with the City of Mesa. Included in TRW Scope of Work.

* Only Mesa component of this work package will be procured by the City of Phoenix.

Attachment A

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 23rd day of September, 1997.

Michael D. Hauer

ACTING

City Attorney

APH



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-1361TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 19, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/8330

Enc.